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14 **UNITED STATES BANKRUPTCY COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **LOS ANGELES DIVISION**

17 In re

18 Case No. 2:20-bk-21022-BR

19 GIRARDI KEESE,

20 Chapter 7

21 Debtor.

22 **NOTICE OF MOTION FOR ORDER**
23 **APPROVING COMPROMISE WITH THE**
24 **LAW OFFICE OF KENNY S. RAMIREZ**
25 **REGARDING THE DEBTOR'S**
26 **QUANTUM MERUIT CLAIMS IN CUETO**
27 **V. GUTIERREZ AND GARCIA V. UCI**
28 **MEDICAL CENTER PURSUANT TO**
29 **FEDERAL RULE OF BANKRUPTCY**
30 **PROCEDURE 9019**

31 **[No Hearing Required Pursuant to**
32 **Local Bankruptcy Rule 9013-1(o)]**

33 **TO ALL INTERESTED PARTIES:**

34 **PLEASE TAKE NOTICE** that Elissa D. Miller, the chapter 7 trustee for the
35 bankruptcy estate (the "Estate") of Girardi Keese (the "Trustee"), has filed a *Motion for*
36 *Order Authorizing Compromise of Controversy with the Law Office of Kenny S. Ramirez*
37 *Regarding the Debtor's Quantum Meruit Claims in Cueto v. Gutierrez and Garcia v. UCI*
38 *Medical Center Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion").
39 The Trustee is requesting that the Motion be granted without a hearing as provided in
40 Local Bankruptcy Rule 9013-1(o) unless a party in interest timely files and serves a
41 written opposition to the Motion and requests a hearing. The Motion is summarized as
42 follows:

43 1. The Motion requests approval of a compromise between the bankruptcy
44 estate and Kenny S. Ramirez of The Law Office of Kenny S. Ramirez ("Ramirez")
45 regarding the Debtor's quantum meruit claims in two separate cases: Cueto v. Gutierrez
46 and Garcia v. UCI Medical Center.

(a) Prior to the Petition Date, Maribel Cueto ("Cueto") retained the Debtor to represent her in a case against Oscar Gutierrez (the "Cueto Case"). While employed by the Debtor, Ramirez was the attorney who brought Cueto in as a client and who worked exclusively with Cueto in pursuing the Cueto Case. Ramirez brought the Cueto Case in to the Debtor shortly before he left the firm and took the Cueto Case with him when he left. Ramirez has continued to represent Cueto after leaving the Debtor's employment and has handled all aspects of the matter. Ramirez recently negotiated a settlement of the Cueto Case, fully resolving all issues. The Debtor's books and records reflect that the Debtor incurred \$3,700.00 in costs in connection with the Cueto Case.

(b) Prior to the Petition Date, Giovanni Garcia ("Garcia") retained the Debtor to represent him in a case against UCI Medical Center (the "Garcia Case"). The Garcia Case came directly to Ramirez while he was employed by the Debtor, but just prior to leaving the Debtor's employment. Ramirez worked exclusively with Garcia in pursuing the Case and took the Garcia Case with him when he left. Ramirez has continued to represent Garcia after leaving the Debtor's employment and has handled all aspects of the matter. The Garcia Case is still pending.

2. The Trustee and Ramirez have reached an agreement with respect to the Debtor's quantum meruit claim and allocation of the contingency fees and for the reimbursement of costs. The compromise is described as follows:

(a) The Estate's share of the Cueto contingency fee is 5% (the "Estate's Cueto Fees") and Ramirez's share of the contingency fee is 95%. The Estate will receive \$3,700.00 for costs incurred by the Debtor in connection with the Cueto Case.

(b) The Estate will receive 5% of any contingency fee earned (the "Estate's Garcia Fees"). The Estate incurred no costs in the Garcia Case.

(c) Upon entry of the Approval Order, the Trustee will provide Ramirez with a copy of the Approval Order and notification that the Effective Date has occurred. Ramirez shall have the later of seven (7) business days from receipt of that notice or from receipt of the Cueto contingency fee to remit the Estate's Cueto Fees and the Estate's Cueto Costs referenced in paragraph 1 above. Ramirez shall have the later of seven (7) business days from the receipt of the notice of the Effective Date or the receipt of any Garcia contingency fee to remit the Estate's Garcia Fees referenced in paragraph 2 above.

A copy of the Agreement, which fully sets out the terms of the settlement, is attached to the Motion as Exhibit "1."

3. The settlement is reasonable and in the best interest of the Debtor's Estate. The allocation of the contingency fees considers the role and effort put forward by the collaborating attorneys, the ultimate result of the cases, and the amount of fees and costs at issue. Ramirez brought both cases in to the Debtor and handled the cases exclusively for the short time he remained employed by the Debtor. When Ramirez left the Debtor's employment, he took both cases with him. Ramirez essentially handled all of the work in both the Cueto Case and the Garcia Case, with very little of that work being done while he was employed by the Debtor. After leaving the Debtor, Ramirez negotiated a settlement of the Cueto Case and he has continued to actively litigate the Garcia Case.

4. This result benefits the Estate. The Trustee believes that the resolution of the Debtor's quantum meruit claim as set forth in the Agreement and in the Motion is fair

1 based on the parties' respective roles. The Trustee believes that the compromise is fair
2 and reasonable. The Trustee negotiated this settlement to minimize the risks and costs
3 associated with possible litigation if the parties were unable to arrive at an equitable
4 resolution. In the absence of a consensual resolution, the Estate would have to litigate a
5 quantum meruit claim for fees and costs in cases where the Debtor performed very little
6 work. The litigation would be time consuming and would require a significant expenditure
of the Estate's resources, with no real upside given the limited work performed by the
Debtor. Moreover, no litigation is without risk. The Trustee evaluated the potential
strengths and weaknesses of the Estate's position in the litigation and negotiated the
settlement described in this Motion in an effort to maximize the return to creditors. The
compromise was entered into in good faith and was negotiated at arm's length.

7 **DEADLINE FOR FILING AND SERVING OPPOSITION PAPERS AND**
8 **REQUEST FOR A HEARING:** Pursuant to LBR 9013-1(o), any party who opposes the
Motion may request a hearing on the Motion. The deadline to file and serve a written
opposition and request for hearing is **14 days** after the date of service of this notice, plus
9 3 additional days if you were served by mail or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).

10 If you timely file and serve a written opposition and request for a hearing, the
Trustee will file and serve a notice of hearing at least 14 days in advance of the hearing.
11 If you fail to comply with this deadline:

12 (a) The Trustee will file a declaration to indicate (1) the Motion was
properly served, (2) the response period elapsed, and (3) no party filed and served
a written opposition and request for a hearing within 14 days after the date of
service of the notice;

13 (b) The Trustee will lodge an order that the Court may use to grant the
Motion; and

14 (c) The Court may treat your failure as a waiver of your right to oppose
the Motion and may grant the Motion without further hearing and notice.

15 DATED: October 10, 2022

16 SMILEY WANG-EKVALL, LLP

17 By: /s/ Kyra E. Andrassy

18 KYRA E. ANDRASSY
19 Attorneys for Elissa D. Miller,
20 Chapter 7 Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
3200 Park Center Drive, Suite 250, Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled (specify): **Notice of Motion for Order Approving Compromise with The Law Office of Kenny S. Ramirez Regarding the Debtor's Quantum Meruit Claims in Cueto v. Gutierrez and Garcia v. UCI Medical Center Pursuant to Federal Rule of Bankruptcy Procedure 9019** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 10/10/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 10/10/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Barry Russell
U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street, Suite 1660
Los Angeles, CA 90012

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 10/10/2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Email:

KCC Class Action Service LLC: David L. Kane dkane@vedderprice.com Michael J. Quinn mquinn@vedderprice.com Marie Christiansen mchristiansen@vedderprice.com Secured Creditor	Nano Bank: Jeffrey M. Schwartz jschwartz@muchlaw.com Secured Creditor
Wells Fargo Vendor Financial Services, Inc. Hemar, Rousso & Heald, LLP Jennifer Witherell Crastz jcrastz@hrhlaw.com Request for Notice	Gilbert M. Nishimura gnishimura@snw-law.com Request for Notice
CT3Media, Inc. Chester A. Thompson III, CEO; chet@ct3media.com Request for Notice	

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/10/2022 Lynnette Garrett /s/ Lynnette Garrett
Date Printed Name Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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